B27 (Official Form 27) (12/09)

# UNITED STATES BANKRUPTCY COURT

Eastern District of Pennsylvania In re Kathleen Henderson Debtor Case No. 12-11892 Chapter 7

This form must be completed in its	entirety and filed, v	with the reaffirmation a	igreement attached,
within the time set under Rule 4008	<ol><li>It may be filed by</li></ol>	y any party to the reaff	irmation agreement.

	REAFFIRMATION AGE		IENI COVER SHEET		
	form must be completed in its entirety and file the time set under Rule 4008. It may be file				
1.	Creditor's Name: HSBC BANK NEVADA, N.A BEST BUY CO., INC.				
2.	Amount of the debt subject to this reaffirmation agreement:  \$\{1.638.42}\$ on the date of bankruptcy \$\_{1.638.42}\$ to be paid under reaffirmation agreement				
3.	Annual percentage rate of interest:	_% p	rior to bankruptcy Fixed Rate Adjustable Rate)		
1.	Repayment terms (if fixed rate): \$_50.00	per n	nonth for 33 months		
5.	Collateral, if any, securing the debt: Current Description: APPLE MACBOOK PRO	nt mar	ket value: \$ <u>1636.4</u> 2		
	Does the creditor assert that the debt is nondischargeable?Yes \int No No If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)				
<u>Debt</u>	or's Schedule I and J Entries		or's Income and Expenses ated on Reaffirmation Agreement		
7A.	Total monthly income from \$6671,88 Schedule I, line 16  Total monthly expenses from Schedule I, line 18	7B.	Monthly income from all \$		
8A.	Total monthly expenses from Schedule J, line 18	8B.	Monthly income from all \$_\(\begin{align*} \lambda \la		
9A.	Total monthly payments on \$0.00 reaffirmed debts not listed on Schedule J	9B.	Total monthly payments on \$OOO reaffirmed debts not included in monthly expenses		
		10B.	Net monthly income \$\\\\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		

#### FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

Print/Type Name & Signer's Relation to Case

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B240A (Form B240A) (04/10)

Check one.

Presumption of Undue Hardship
No Presumption of Undue Hardship
See Debtor's Statement in Support of Reaffirmation,
Part II below, to determine which box to check.

## UNITED STATES BANKRUPTCY COURT

Eastern District of Pennsylvania In re \_\_\_\_ Kathleen Henderson Case No. 12-11892 Debtor Chapter 7\_\_\_\_ REAFFIRMATION DOCUMENTS Name of Creditor: HSBC BANK NEVADA, N.A. - BEST BUY CO., INC. ☐ Check this box if Creditor is a Credit Union PART I. REAFFIRMATION AGREEMENT Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form. A. Brief description of the original agreement being reaffirmed: Secured revolving account For example, auto loan B. AMOUNT REAFFIRMED: 1638.42 The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before which is the date of the Disclosure Statement portion of this form (Part V). See the definition of "Amount Reaffirmed" in Part V, Section C below. C. The ANNUAL PERCENTAGE RATE applicable to the Amount Reaffirmed is 0 %. See definition of "Annual Percentage Rate" in Part V, Section C below. This is a (check one) Fixed rate ☐ Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

A. Were you represented by an attorney during the course of negotiating this agreement?				
Check one.	☐ Yes	₹ No		
B. Is the creditor a credit union?				
Check one.	☐ Yes	⊠ No		

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C.	If your answer to	EITHER	question A.	or B. abov	e is "No,"	complete 1	and 2. below.
	3						

-					
1.	Your	present monthly income and expenses are:			
		onthly income from all sources after payroll deductions home pay plus any other income)	\$ 6,671,88		
	b. Mo this o	onthly expenses (including all reaffirmed debts except ne)	\$ 6,527.84 \$ 6,527.84 \$ 144,04		
	c. An	nount available to pay this reaffirmed debt (subtract b. from a.)	s 144,04		
	d. An	nount of monthly payment required for this reaffirmed debt	\$50.00		
	pay th of Un	monthly payment on this reaffirmed debt (line d.) <b>is greater than</b> the is reaffirmed debt (line c.), you must check the box at the top of page due Hardship." Otherwise, you must check the box at the top of page mption of Undue Hardship."	ge one that says "Presumption		
2.		believe that this reaffirmation agreement will not impose an undue hidents because:	ardship on you or your		
	Check	c one of the two statements below, if applicable:			
	You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.				
	You can afford to make the payments on the reaffirmed debt even though your monthly inc is less than your monthly expenses after you include in your expenses the monthly payment all debts you are reaffirming, including this one, because:				
	Use an	n additional page if needed for a full explanation.			
		wers to BOTH questions A. and B. above were "Yes," check the fo applicable:	llowing		
	You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.				
Also, c	heck th	e box at the top of page one that says "No Presumption of Undue H	lardship."		

## PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I	hereby	certify	that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;

		complete;
	(4)	I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
	(5)	I have received a copy of this completed and signed Reaffirmation Documents form.
SIGNA	ATURE	(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):
Date _	1/25	12 Signature Kalhan Whallon
Date _		Signature
Reaffi	rmatio	Agreement Terms Accepted by Creditor:
Credito		Print Name  Address  Int Name of Representative  Signature  Associates, P.C., 3936 E. Ft. Lowell Ste 200, Tucson, AZ, 85712  Signature  Date
PART	IV. CI	ERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)
	To be	filed only if the attorney represented the debtor during the course of negotiating this agreement.
this agr	eement lvised th	that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have ne debtor of the legal effect and consequences of this agreement and any default under this
□ A pi howeve	resumpt er, the de	ion of undue hardship has been established with respect to this agreement. In my opinion, ebtor is able to make the required payment.
Check l Union.	oox, if th	ne presumption of undue hardship box is checked on page 1 and the creditor is not a Credit
Date _		Signature of Debtor's Attorney
		Print Name of Debtor's Attorney

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### PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

**Reaffirming a debt is a serious financial decision.** The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

#### A. DISCLOSURE STATEMENT

- 1. What are your obligations if you reaffirm a debt? A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
- 2. Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
- 3. What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
- 4. How soon do you need to enter into and file a reaffirmation agreement? If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
- 5. Can you cancel the agreement? You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

- 6. When will this Reaffirmation Agreement be effective?
  - a. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement and
    - i. if the creditor is not a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.
    - ii. if the creditor is a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court.
  - b. If you were not represented by an attorney during the negotiation of your Reaffirmation Agreement, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.
- 7. What if you have questions about what a creditor can do? If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

### B. INSTRUCTIONS

- 1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
- 2. Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.
- 3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney (Part IV above).
- 4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).
- 5. If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this.

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#### C. DEFINITIONS

- 1. "Amount Reaffirmed" means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
- 2. "Annual Percentage Rate" means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
- 3. "Credit Union" means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

B240B (Form B240B) (12/09)

## UNITED STATES BANKRUPTCY COURT

In re Kathleen Henderson , Case No. 12-11892

Debtor Chapter 7

#### MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of Reaffirmation Agreement, and because (provide any additional relevant reasons the court should consider):

Therefore, I ask the court for an order approving this reaffirmation agreement under the following provisions (check all applicable boxes):

11 U.S.C. § 524(c)(6) (debtor is not represented by an attorney during the course of the negotiation of the reaffirmation agreement)

□ 11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income, as explained in Part II of Form B240A, Reaffirmation Documents)

Signed: (Debtor)

(Joint Debtor, if any)

Date:

B240C (Form B240C) (12/09)

	United States B	ankruptcy Court
Eas	stern Distri	ct of Pennsylvania
In re Kathleen Hende	rson ,	Case No. 12-11892 Chapter7
		£ *}
	ORDER ON REAFFIRM	MATION AGREEMENT
creditor	The	has (have) filed a motion for approval of the made between the debtor(s) and court held the hearing required by 11 U.S.C. for on (date).
COURT ORDER:	and approves the reaffining imposing an undue hard	btor's motion under 11 U.S.C. § 524(c)(6)(A) rmation agreement described above as not diship on the debtor(s) or a dependent of the n the best interest of the debtor(s).
. 7	_	otor's motion under 11 U.S.C. § 524(k)(8) rmation agreement described above.
	☐ The court does not disa 11 U.S.C. § 524(m).	pprove the reaffirmation agreement under
	☐ The court disapproves t 11 U.S.C. § 524(m).	he reaffirmation agreement under
	☐ The court does not appr	ove the reaffirmation agreement.
		BY THE COURT
Date:		Livited Charles Dankers to L. J.
		United States Bankruptcy Judge

Filed 05/18/12 Case 12-11892-ref Doc 23 Entered 05/18/12 14:23:10 Document Page 12 of 13 Wisconsin residents: Check box if married APPLICANT NAME AND ADDRESS Suffix KENDRERSO N Urbanization (Puerto Rico only) | Currept Address (If your mailing address is a PO. Box, a residential address is required to process your application.) Apt.# herrywood Zip Code JOINT APPLICANT NAME AND ADDRESS (Available on HSBC program ONLY) / AUTHORIZED USER (Chase program) (Please complete for Joint Credit or if you are a married Wiresident.) M.I. Last Name First Name Suffix Current Address (If your mailing address is a P.O. Box, a residential address is required to process your application.) Urbanization (Puerto Rico only) Apt.# City State Zip Code General Terms & Conditions By submitting this application you: 1) direct Best Buy to submit your application to HSBC Bank Nevada, N.A. ("HSBC") for its consideration, and, if that bank declines your application, to then submit your application to Chase Bank USA, N.A. ("Chase") for its consideration; 2) confirm that you understand that the credit cards issued by HSBC and Chase offer different functionality terms, conditions and agreements associated with them, as disclosed in the terms and conditions associated with their respective applications (for example, currently the Best Buy credit card offered by Chase is valid only for in-store purchases); 3) authorize and direct HSBC and Chase to share with Best Buy whether your credit application is approved or declined and to share information about your application and account with Best Buy for use in creating and updating Best Buy's credit card program records and to assist Best Buy in better serving you; 4) authorize Best Buy to share information about you with the bank that issues your Best Buy credit card; and 5) certify that you have had an opportunity to read and that you agree to all the terms, conditions, authorizations and disclosures provided with both credit card applications HSBC (Best Buy Credit Card) Specific Terms and Conditions All of the information furnished on this application is, to the best of your knowledge, complete and accurate. You agree that you are furnishing all such information on this application to both Best Buy, and to HSBC, an issuer of the Best Buy credit card. You agree that HSBC may obtain a credit bureau report on you and HSBC may check any of the information provided on this application from whatever source HSBC may choose. By completing and signing this application, you are applying for a credit limit in the highest amount HSBC deems appropriate, regardless of any initial sale amount, and you are requesting a Card issued to you by HSBC which will allow you to make purchases under amount HSBC deems appropriate, regardless of any initial sale amount, and you are requesting a Card issued to you by HSBC which will allow you to make purchases under this account. By a) signing, using or permitting others to use this Card: b) signing or permitting others to make purchases by telephone, internet, or any other means, you agree to the terms and conditions of the Cardholder Agreement and Disclosure Statement (which includes an arbitration provision) which shall be sent to you with the credit card. If based on your creditworthiness, HSBC determines you do not qualify for Program A, you agree HSBC may consider you for an account with the terms and conditions of Program B, if approved for Program B, you agree to its terms and conditions. If this is a joint credit application, you understand that each applicant has the right to use the account and that you shall be liable for all purchases made under the Account by any joint applicant. You grant HSBC a purchased money security interest in the goods purchased on your Account. You understand that HSBC may provide information relating to our transactions and experiences with you to others, including Best Buy, whether or not you are approved for credit. You may prohibit the sharing of such information by calling HSBC at 1-800-365-3804. The Spanish translation has been provided for your convenience. In case of conflict, the English version is the binding contract and will govern. You acknowledge receipt of the English Cardinal Important Terms. Some future correspondence may only be available/provided in Foreits. English/Spanish application and Important Terms. Some future correspondence may only be available/provided in English. By signing below, you hereby accept as notice in writing and consent to the collection, use and disclosure of information about you as outlined in the HSBC Bank Névada, N.A. Privacy Statement, including the receipt and exchange of credit bureau and personal information about you from credit reporting agencies, credit bureaus, our, affiliates and other sources. APPLICANT'S SIGNATURE DATE MM/DD/YY JOINT APPLICANT'S DATE MM/DD/YY SIGNATURE (HSBC only) ACKNOWLEDGEMENT OF DISCLOSURE This section must be completed if the applicant is approved for Program B by HSBC YOU ACKNOWLEDGE YOU HAVE RECEIVED AND READ THE PROGRAM B DISCLOSURE APPLICANT'S DATE MM/DD/YY SIGNATURE PROTECT YOUR HSBC ACCOUNT WITH ACCOUNT SHIELD," AN OPTIONAL MONTHLY DEBT CANCELLATION PROGRAM (HSBC PRODUCT) If you enroll in our optional Account Shield program, your monthly credit card balance or a portion of your balance may be cancelled in the case of a qualifying Total Disability, Involuntary Unemployment, Property Damage or Loss, or Loss of Life event. For Total Disability, the maximum balance that may be cancelled is \$1,000 per month, up to \$10,000, and for Involuntary Unemployment, up to \$1,000 per month for six months. For Loss of Life or Property Damage or Loss, the maximum balance 6022-BB-EC-SP-ENV-01 (9-09) that may be cancelled is \$10,000. To receive a cancellation benefit (for other than Loss of Life or Property Damage or Loss) on your account, you must be employed full-time (but not self employed, working for a spouse or any other individual living with you on whom you are financially dependent for support and maintenance, or employed on a part-time basis) and working 30 hours or more per week at a single job on the date the event occurs. Account Shield is not insurance and is unavailable in Missieries Group the Missieries Group the Missieries Group is a part-time basis. Mississippi, Guam, the Virgin Islands, and Canada. YES, please enroll me, the primary cardholder, in the optional Account Shield monthly debt cancellation program. I authorize the monthly charge to my account when I have a balance. I have received and read the Account Shield Summary. I understand that your evaluation of my credit card application will not be influenced by whether I choose to enroll, and I am free to cancel at any time. YES, PLEASE ENROLL ME AT THIS TIME! NO, I DO NOT WISH TO ENROLL AT THIS TIME MM/DD/YY MM/DD/YY ORG#169 MERCHANT#88 CREDIT LIMIT **BEST BUY USE ONLY** CIRCLE ONE: HOSE APPROVED MERCHANT#2 HSBC DECLINED APPLICATION #\_\_\_ I.D. Verified by (Employee I.D.):

I.D. Verified by (Employee I.D.): 722715

I.D.#1 Photo ID (Applicant) Type: DL I.D.# 6299 State PA Date of Issue / // Exp. Date \_\_\_ ///
I.D.#2 Credit Card (Applicant) Type: MC VISA AMEX DISCOVER Exp. Date /// Alt. I.D. \_\_\_\_

BEST BUY			
00005876			
WHITEHALL , PA 18052			
Store Phone Number 610 432 6956			

#### SALE

Order:	Date: 06/26/11 03:06 PM	Term ID: 064 Cashier#: 0058660	
Product Code	Description	Quantity	Amount
9755322	MC700LL/A/COREI 5/4GB/320	1	1138.99
5426693	REWARD ZONE CARD	1	0.00
6072359	REWARD ZONE OFFER	1	0.00
9977898	3YR ADH 1000- 1199.99 MOBL CO	1	449.98
1251381	500GB BLK 3.0 MY PASSPORT	1	69.99
9244757	DATA BACKUP OR TRANSFER WITH	1	80.00
1502268	TREND SMARTSURFING MAC BOX	1	0.00
1503054	TREND SMARTSURFING MAC 6 MON	0	0.00
		Subtotal Tax Total	1738.96 104.34 1843.30
A 00+#+ '	7520		

Acct#: 7520 Payment Type: BBY CARD/HSBC

Amount: 1843.3 Card Type: PL2 Tran#: 05879068 Auth#: 054577 Auth-CD: ELEC Manual Tran Ind:

Signature:

Radh leondenc

KEEP YOUR RECEIPT!
I HAVE READ AND AGREE TO ALL
RETURN AND REFUND POLICIES
PRINTED ON THE BACK OF THIS
RECEIPT AND POSTED IN THE
STORE. I HAVE RECEIVED GOODS
AND/OR SERVICES IN THE AMOUNT
SHOWN ABOVE.
BESTBUY.COM RETURN AND EXCHANGE
INFORMATION AND PRICE MATCH POLICY
MAY VARY SLIGHTLY FROM IN-STORE POLICY.
PLEASE LOG ONTO WWW.BESTBUY.COM
FOR COMPLETE DETAILS
>>>>>> ELECTRONIC COPY <<<<<<